



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

## RECENT IMPORTANT DECISIONS.

---

**ADVERSE POSSESSION—ACTUAL POSSESSION—OCCUPATION OF PART.**—In an action of ejectment for the recovery of 320 acres of land it appeared that the defendant had been in actual adverse possession of 20 acres thereof for the statutory period with color of title to the entire tract. *Held*, that defendant had acquired title to the entire 320 acres. *Marietta Fertilizer Co. v. Blair* (Ala. 1911) 56 South. 131.

In the United States, contrary to the law of England, it has become well settled that the land, title to which may be acquired by adverse possession, is not necessarily limited in extent to that actually in possession of the claimant during the statutory period. Where one has color of title to a tract of land and enters into actual adverse possession of a part thereof, if such possession continues for the statutory period, he may, generally speaking, acquire title to the whole parcel. In *Jackson v. Woodruff*, 1 Cow. 276, 13 Am. Dec. 525, it was held that where the part actually occupied was very small in comparison with the entire tract, title to the whole could not be acquired even though there was color of title. The substance of this holding is to the effect that the force of the actual possession will be extended over that part included in the "color" only where the part not actually occupied is a reasonable appendage to that in actual possession of the claimant. To the same effect are *Chandler v. Spear*, 22 Vt. 388; *Hole v. Rittenhouse*, 19 Pa. St. 305; *Thompson v. Burhans*, 61 N. Y. 52 (Cf. *Munro v. Merchant*, 28 N. Y. 9); *Murphy v. Doyle*, 37 Minn. 113 (dictum); *Pepper v. O'Dowd*, 39 Wis. 538 (under a statute). See also *Turner v. Stephenson*, 72 Mich. 409. In several cases, however, this rule has not been applied. *Hicks v. Coleman*, 25 Cal. 122, 85 Am. Dec. 103; *Doe d'Lenoir v. South*, 32 N. C. 237; *Furgerson v. Bagley*, 95 Ga. 516, 20 S. E. 241 (statute). See also *Ellicott v. Pearl*, 10 Pet. 412. The principal case places Alabama among the states holding as last stated, thus modifying, or rather explaining *Lawrence v. Alabama State Land Co.*, 144 Ala. 524, 41 South. 612, which has been cited as announcing the same rule as announced in *Jackson v. Woodruff*, *supra*. See 2 AM. AND ENG. ENCYC. OF L. & P. 537. This matter has been covered by statute in some states. See *Pepper v. O'Dowd*, *supra*; *Furgerson v. Bagley*, *supra*.

**BANKS AND BANKING—PAYMENT OF DEPOSITS ON FORGED CHECKS—LIABILITY—AFFIRMATIVE DEFENSE.**—A corporation made a deposit with a bank, payable only on checks signed by the president and the treasurer. The president forged the signature of the treasurer and obtained the deposit on such forgery. The bank did not receive notice of the forgery within one year after the payment and the return of the vouchers. Section 326 of the Negotiable Instruments Law (Consol. Laws 1909, c. 38) provides that, "No bank shall be liable to a depositor for the payment by it of a forged or raised check, unless within one year after the return to the depositor of the voucher of such payment, such depositor shall notify the bank that the check so paid was forged or